



## Optima Van Policy



Insurances

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# WHAT OUR TERMS MEAN

*Any word or expression which is defined on this page is to have the same meaning wherever it appears in the policy documents and irrespective of its typeface or colour.*

## You

*The person, partnership or company (including partners or directors) named in the schedule or in the event of their death or insolvency, their legal representatives.*

## We, Us

*Groupama Insurance Company Limited.*

## Your Vehicle

*Any commercial motor vehicle for which you have a current certificate of motor insurance under this policy. This includes one trailer attached to your vehicle.*

## Certificate of Motor Insurance

*Evidence that you have vehicle insurance as required by law.*

## Pollution or Contamination

*All pollution or contamination of buildings or other structures or of water or land or the atmosphere.*

*All injury loss or damage directly or indirectly caused by the pollution or contamination.*

## Market Value

*The cost of replacing your vehicle with a vehicle of the same make, model, specification, age, mileage and condition as your vehicle was immediately before the loss or damage you are claiming for.*

## United Kingdom

*England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.*

## Great Britain

*England, Scotland and Wales.*

## Excess

*The first amount of any claim which you will be responsible for if your vehicle is lost, stolen or damaged.*

## Young Driver

*A person under the age of 25 at the time of an event which you may be entitled to claim for.*

## Inexperienced Driver

*A person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which you may be entitled to claim for.*

## The Schedule

*The schedule attached to this policy. Please read the schedule carefully as it sets out the cover we will give you under this policy. We will give you a replacement schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.*

*The terms used in the schedule to define the cover have the following meaning:*

## Comprehensive

*All parts of this policy apply.*

## TPF&T

### (Third party fire and theft)

*All parts of this policy apply. Part A1 will only apply for loss or damage resulting from fire or theft or an attempted theft.*

## TPO

### (Third party only)

*All parts of this policy apply except for part A1.*

## F&T

### (Fire and theft only)

*Part A1 of this policy applies but only for loss or damage resulting from fire or theft or an attempted theft.*

## Acts of Terrorism

*The use or threatened use of any action, force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public.*

# **INTRODUCING YOUR GROUPAMA OPTIMA VAN POLICY**

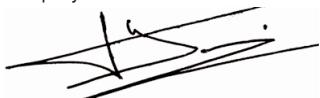
## **Our contract with you**

This policy is a contract solely between you and us. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

The proposal (or any statement of fact or statement of insurance prepared from information you have provided) and declaration you make are part of this contract. The schedule, any endorsements and the certificate of motor insurance are all part of this policy. You must read them all as one document. We will insure you against legal liability, loss or damage under the sections shown in the schedule during any period of insurance set out in the schedule. You must keep to the conditions of this policy.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when we say otherwise. Your vehicle is also covered when in transit within these countries and between any of their ports.

On behalf of Groupama Insurance Company Limited.



**François-Xavier Boisseau**  
CHIEF EXECUTIVE OFFICER

## **The law which applies to our contract**

You and we can choose the law which will apply to this contract. We have decided the law which will apply will be the law of the country in which you live.

If you do not live in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales.

### **IMPORTANT**

Please read this policy, schedule, any endorsements and certificate of insurance carefully and make sure that they meet your needs. If you have any queries please contact your broker or intermediary who will be glad to help you. Please keep this policy, schedule, any endorsements and certificate of insurance in a safe place. You may need to refer to them if you make a claim.

### **Cooling Off Period**

We hope that you will be happy with your insurance policy. However, if this policy does not meet your needs you have 14 days from the date you received your policy documents to cancel the policy and get a full refund. (We will not give you a refund if you have claimed for the total loss of your vehicle or an incident has happened where you could make a claim for a total loss).

To cancel your policy, please contact the insurance broker or intermediary who sold you your policy.

To get a refund, you must return this policy and any certificate of motor insurance or cover note.

## **Our customer care policy**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please contact the department where the problem started.

Please tell us your name and your claim number or policy number and the reason you are complaining. We may record phone calls.

### **For complaints about claims, contact the Claims Centre Manager at:**

Groupama Insurances  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire PO6 4TY.  
Phone: **0870 240 1895** (Calls from a BT landline cost no more than 8p a minute.  
Charges from other suppliers may be different).  
Fax: **023 9220 5495**  
E-mail: [claims.care@groupama.co.uk](mailto:claims.care@groupama.co.uk)

### **For complaints about policy administration and documents, contact the Operations Manager at:**

Groupama Insurances  
Groupama House  
60 Spring Gardens  
Manchester M60 1HU.  
Phone: **0161 834 9888**  
Fax: **0161 839 9143**  
E-mail: [underwritingcustomerservice@groupama.co.uk](mailto:underwritingcustomerservice@groupama.co.uk)

# Our customer care policy continued

## If you are not happy with our response to your complaint, please write to our Chief Executive at:

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: **0870 850 8510** (Calls from a BT landline cost no more than 8p a minute. Charges from other suppliers may be different).  
Fax: **020 7264 2860**

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint when we respond to your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to respond quickly. We will also let you know when we will contact you again.

## Financial Ombudsman Service

If you are still not happy with our final decision, you can pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.

Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **[www.fos.org.uk](http://www.fos.org.uk)**

If you take any of the action mentioned above, it will not affect your right to take legal action.

## Financial Services Authority

We are authorised and regulated by the Financial Services Authority. You can visit their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)) which includes a register of all the firms they regulate, or you can phone them on **0845 606 1234**.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **[www.fscs.org.uk](http://www.fscs.org.uk)** or by phone on **020 7892 7300**.

# **LOSS AND DAMAGE**

## **Loss of or damage to your vehicle accessories or spare parts (PART A1)**

### **WHAT IS INSURED:**

If your vehicle, accessories or spare parts are lost, stolen, or damaged, we will either:

- repair the damage;
- replace what is lost or is damaged beyond economical repair;
- pay you cash for the amount of the loss or damage.

**We have the right to choose** which action to take in the case of any claim.

**Accessories and spare parts** which are only for your vehicle, and are in or on your vehicle, or in your private garage at the time of the loss or damage, will be covered in the same way.

**If a replacement for any damaged accessory or part of your vehicle** is not available we will pay the value of the accessory or part at the time of the loss. We will not pay more than the

manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list price is not available the most we will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. We may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of your vehicle but are of a similar type and quality to the parts we are replacing. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.

**The most we will pay** is the market value of your vehicle, accessories and spare parts at the time of the loss or damage. We will not pay more than the amount for which you insured them. If your vehicle is under a hire purchase or leasing agreement, we will pay any claim to the legal owner.

**If your vehicle cannot be driven because of the loss or damage covered under this policy** we will pay the reasonable cost of

protecting your vehicle and taking it to the nearest competent repairer. After it has been repaired we will pay the reasonable cost of delivering it to your address in the United Kingdom.

### **If your vehicle is damaged by something covered under this policy you must:**

- do whatever is necessary to protect your vehicle and its accessories;
- report the incident to us as soon as possible. Refer to pages 14 to 17 for full information of reporting claims.

### **Audio and satellite navigation equipment**

Please read the schedule.

### **Broken glass**

If you have comprehensive cover please read the schedule.

### **Loss of keys and replacement of locks**

Please read the schedule.

*continued overleaf...*

## WHAT IS NOT INSURED:

This applies to all claims under part A1 of the policy.

We will not pay for any of the following:

- any excess shown in the schedule;
- loss of use, loss of value, wear and tear;
- mechanical, electrical, electronic or computer failures or breakdowns;
- damage to tyres from braking or by road punctures, cuts or bursts;
- loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;
- any reduction in the market value of your vehicle following any repair whether or not as a result of any claim under this policy;
- loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your vehicle. This does not apply if there is an endorsement in the schedule saying otherwise;
- loss of or damage to telephone, communication equipment of any kind;
- loss of or damage to your unoccupied vehicle if it is unlocked, or the windows or roof opening are open, or the keys (or any alternative electronic or mechanical device designed to operate the locking and/or ignition systems of the vehicle) are in or on the vehicle;
- loss or damage as a result of a deliberate act by anybody insured by this policy;
- loss of your vehicle by deception by someone who claims to be a buyer or a buying or selling agent;
- loss of or damage to any satellite navigation equipment, radio, cassette, disc player or similar apparatus or accessories or parts of any such apparatus. This does not apply if there is an endorsement in the schedule saying otherwise;
- any increase in damage as a result of your vehicle being moved under its own power following an accident;
- loss of or damage to your vehicle by a Government or public or local authority;
- loss of or damage resulting from the repossession of the vehicle or restitution to its rightful owner;

**Young or inexperienced drivers:** If your vehicle or any of its accessories or spare parts are damaged while the vehicle is being driven by or in the charge of a person who is young or inexperienced, you will be responsible for the first part of the cost as shown in the schedule. You must pay this in addition to any other excess amounts shown in the schedule. You must pay the excess for each claim involving damage to your vehicle. If we pay any of these amounts you will have to repay the same amount to us as soon as possible ■

# **LIABILITY TO OTHERS**

## **Cover provided for you** (PART A2)

### **WHAT IS INSURED:**

This policy covers you for:

- all you legally have to pay for the death of or personal injury to any person as a result of an incident involving your vehicle;
- damage to any property as a result of an incident involving your vehicle, but the indemnity against liability including all costs, expenses and indirect losses other than those covered under Legal Expenses (PART A5) for such damage is limited to £5,000,000 in respect of any such incident or series of incidents arising out of one event.

You must inform us immediately of the disposal of your vehicle as shown on your certificate of motor insurance. All cover under this policy will cease unless a replacement vehicle is acquired and details notified to us within 7 days of the disposal of the originally insured vehicle ■

## **Cover provided for other people** (PART A3)

### **WHAT IS INSURED:**

If you ask, we will provide the same cover to the following people:

- anyone you allow to drive your vehicle if allowed by your certificate of motor insurance;
- anyone you allow to use your vehicle for social domestic and pleasure purposes (this does not include driving);
- anyone travelling in or getting into or out of your vehicle;
- your employer for any vehicle you or they use and which is covered by this policy. Your employer must have your permission and the driver and use must be allowed by your certificate of motor insurance. Except for your vehicle any such vehicle must not belong to or be hired to your employer.

### **WHAT IS NOT INSURED:**

This applies to all claims under parts A2 and A3 of the policy.

We will not pay for any of the following:

- loss of or damage to property belonging to, or in the custody or control of any person insured under this part of the policy;
- anyone driving your vehicle who has never held a licence to drive it or who is disqualified from holding or applying for such a licence;
- anyone who fails to keep to any of the terms, exceptions, conditions and endorsements of this policy;
- anyone entitled to cover under any other policy;
- liability for the death of or injury to any person arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts;
- loss of or damage to any vehicle being used or driven under this part of the policy ■

*continued overleaf...*

## **Cover provided for legal personal representatives (PART A4)**

### **WHAT IS INSURED:**

If anyone insured under the policy dies we will transfer to their estate the protection we provide under this policy ■

## **Legal expenses (PART A5)**

### **WHAT IS INSURED:**

**General representation:** If we give our prior written permission we will pay the fee for a solicitor to:

- represent any person insured under this policy at any coroner's inquest or fatal accident inquiry;
- defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which you may be able to claim for under parts A2 or A3 of the policy.

**Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs:** We will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:

- you must ask us to provide and we must agree to provide the cover;
- liability for the death(s) giving rise to the proceedings must be covered under this policy;
- the event causing the death(s) must have happened in the European Union ■

## **Hospital treatment (PART A6)**

### **WHAT IS INSURED:**

We will pay hospital treatment fees as required under the Road Traffic Acts ■

# **USE ABROAD**

## **Foreign use (PART A7)**

### **WHAT IS INSURED:**

This policy provides cover to use the insured vehicle in:

- any country which is a member of the European Union;

This policy provides the minimum cover you need by law in:

- any other country which agrees to meet European Commission Directives on motor insurance and satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.

### **WHAT IS NOT INSURED:**

Unless we have agreed to extend full policy cover for use of your vehicle outside the European Union we will not pay for any of the following:

- loss of or damage to your vehicle or its accessories and spare parts;
- any third party liability which is more than the minimum cover required by the European Commission Directives;
- any claim arising out of the use of your vehicle in any country outside the European Union that does not meet the European Commission Directives ■

## **Extended cover**

If we agree we will provide the wider cover shown in your schedule while your vehicle is being used outside the European Union or while your vehicle is in transit between the European Union and any other country which we have agreed to provide cover for.

For this wider cover to apply you must:

- request us to provide the cover before your departure;
- tell us which countries you are visiting;
- tell us your date of departure and return;
- pay any required additional premium ■

## **International motor insurance certificate (Green Card)**

A Green Card is no longer required for travel within those countries which are members of the European Union or which meet the requirements of the European Commission Directives on motor insurance.

For travel outside these countries a Green Card will be issued showing the countries and dates for which the wider policy cover is being provided ■

## **Customs duty/delivery costs**

If your vehicle cannot be driven because of loss or damage covered by this policy and subject to prior agreement, we will pay the reasonable cost of delivering your vehicle to your address in the United Kingdom and any customs duty you have to pay as a direct result of the loss or damage ■

# **ADDITIONAL BENEFITS - all policies**

## **No claim bonus**

1. If no claim is made you will qualify for a no claim bonus. You cannot transfer your no claim bonus to someone else. We will allow the maximum no claim bonus if you do not claim for seven years.
2. If you have a comprehensive policy and you claim only for broken glass under any windscreen endorsement shown on your schedule, your no claim bonus will not be affected by that claim.
3. If we pay hospital treatment fees under the Road Traffic Acts it will not affect your no claim bonus.
4. You can ask us for information on how your no claim bonus may be affected by a claim ■

## **Cover when your Vehicle is being serviced, overhauled or repaired**

The cover you have under this policy applies to you when your vehicle is in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair. On such occasions we will ignore the limitations about driving and use described in your certificate of motor insurance ■

# **ADDITIONAL BENEFITS - comprehensive policies only**

## **Accidental injury to you or your wife, husband or civil partner**

*(PART B1)*

### **WHAT IS INSURED:**

If you or your wife, husband or civil partner are injured in an accident in the United Kingdom or any other country in the European Union you will qualify for personal accident benefit.

#### **Benefit we will provide**

Please read the schedule.

#### **To qualify for the benefit**

You must have suffered the injury:

- in direct connection with your vehicle; or
- while travelling in or getting into or out of any other vehicle.

The injury must be the only cause of death, loss of eyes or limbs.

The benefit will be paid direct to the injured person or to their legal personal representatives.

### **WHAT IS NOT INSURED:**

We will not pay the benefit if:

- the injury is caused by suicide or attempted suicide;
- the injured person has reached the age of 70;
- death, loss of eyes or limbs arises more than three months after the event leading directly to the condition;
- the injured person was at the time the injury happened under the influence of drink or drugs or had more alcohol in their body than the limits set down in the Road Traffic Acts.
- the injured person was at the time of the injury using the vehicle in the course of their employment or for business purposes.

If you or your wife, husband or civil partner hold any other motor insurance policy with us then we will pay the benefit under one policy only ■

## **Medical expenses (PART B2)**

### **WHAT IS INSURED:**

If you, your driver or any of your passengers are injured in an accident involving your vehicle, we will pay you the medical expenses incurred for each injured person up to the amount shown in your schedule ■

## **Personal belongings, clothing and rugs**

*(PART B3)*

### **WHAT IS INSURED:**

We will pay up to the limit shown in your schedule for personal belongings, clothing or rugs in or on your vehicle if they are lost or damaged due to fire, theft, attempted theft or accident involving your vehicle.

The limit applies to each occasion when loss or damage happens. If you do not own the property lost or damaged you may ask us to pay the compensation to the actual owner. The owners acceptance of payment will be the proof that we have met the claim.

### **WHAT IS NOT INSURED:**

We will not pay for any of the following:

- money, stamps, tickets, documents or securities;
- tools, goods or samples carried in connection with any trade or business;
- wear, tear and depreciation ■

*continued overleaf....*

## **New vehicle benefit**

*(PART B4)*

### **WHAT IS INSURED:**

If your vehicle is stolen and not recovered or is damaged and the cost involved in the repair will be more than 60% of the manufacturer's list price (including vehicle tax and VAT) at the time of the loss or damage we will replace your vehicle with a new vehicle of the same make and model.

We will only do this if your vehicle is less than twelve months old from the date of first registration as new in your name and a replacement vehicle is available.

We will only replace your vehicle if you and any other known interested parties agree. The vehicle being replaced will become our property.

If we cannot obtain a replacement vehicle of the same make and model we will pay you the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage ■

## **Replacement vehicle**

*cover (PART B5)*

### **WHAT IS INSURED:**

If your vehicle is damaged in circumstances that give rise to a claim under part A1 of the policy and once we accept your claim, you will be entitled to a replacement vehicle.

You will not be entitled to a replacement vehicle if you are under 18 years of age at the time of a claim.

We will not provide a replacement vehicle until your vehicle is being repaired by one of our partnership repairers (see page 14 for more details). We will arrange for the replacement vehicle from a vehicle provider of our choice.

The replacement vehicle will be a type described by the rental company as being within private vehicle category V1. To become entitled and stay entitled to a replacement vehicle you must agree to keep to all of the vehicle provider's conditions.

If a replacement vehicle is given to you under this section of the policy we will extend the cover provided by this policy to the replacement vehicle. Your entitlement to a replacement vehicle will not begin or will end if our partnership repairer or any vehicle engineer appointed by us says that your vehicle is beyond economical repair.

Your entitlement to a replacement vehicle will not begin or will end if you claim or we offer to settle under any new vehicle benefit clause that may apply under the policy.

Your entitlement to a replacement vehicle will end:

- when your vehicle has been repaired and is made available for you to collect or for us to re-deliver to you;
  - when the policy ends or is cancelled;
  - after you have had the replacement vehicle for 14 days;
- whichever happens first.

We will only give you a replacement vehicle if the loss or damage happens in Great Britain or Northern Ireland ■

## **Overnight Accommodation (PART B6)**

### **WHAT IS INSURED:**

We will pay up to £40 for the driver or £80 in total for all passengers in your vehicle towards the cost of staying in an hotel overnight if this is necessary if your vehicle cannot be driven as a result of loss or damage, covered under Part A1 of this policy.

# **GENERAL EXCEPTIONS applicable to all of the policy**

1. This policy does not apply when any vehicle covered by it:
  - is being driven by or is in the charge of any person not allowed to do so under your certificate of motor insurance;
  - is being used other than for the purposes shown in your certificate of motor insurance;
  - is being driven with your permission by any person who you know has never held a licence or is disqualified from holding or applying for one;
  - is being driven by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless we must provide cover under the Road Traffic Acts;
  - is towing for reward a caravan, trailer or disabled mechanically propelled vehicle;
  - is towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.
2. This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.
3. Except as required under the Road Traffic Acts, this policy does not cover any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or acts of terrorism.
4. This policy does not provide cover except under parts A2, A3, A4, A5, A6 for any accident, injury, loss or damage caused by:
  - earthquake;
  - riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
5. This policy does not cover any loss, damage or legal liability directly or indirectly caused by:
  - ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
6. We will not pay for any liability, injury, damage or accident while your vehicle is parked or is being driven in any part of an airport or airfield set aside for:
  - moving, taking off or landing of aircraft;
  - aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas;
  - Customs examination areas of passenger terminals.
7. We will not be liable for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event which happens in its entirety at a specific time and place during the period of insurance.

We will treat all pollution or contamination which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where we have to meet any compulsory motor insurance laws.
8. We will not pay the claim and all cover under the policy is forfeited if you or anyone acting for you makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if loss, damage or injury is caused by your wilful act or with your connivance ■

# **POLICY CONDITIONS applicable to all of the policy**

1. You or your legal personal representatives must give us in writing as soon as possible full details of any event which could lead to a claim under this policy. You must also send us unanswered any letters, notices, writs or summonses you receive to do with the claim. If you know of any possible prosecutions, inquests or fatal accident inquiries you must tell us immediately in writing.
2. You must not admit responsibility or offer or promise anything without our written permission.
3. If we wish we may take over and deal with your claim in your name. We may also pursue any claim to recover for our benefit any money we have paid out under this policy. Anyone claiming cover under this policy must give us whatever information and help we need.
4. If at the time a claim is made under this policy any other policy exists that would cover the claim, we will pay only our share of the claim unless it says differently in this policy.

5. You must do all you can to protect your vehicle and its contents and keep your vehicle in a road worthy condition. If we ask you must let us examine your vehicle at any reasonable time.
6. Your vehicle must have a current MOT certificate if applicable.
7. The insurance cover this policy provides depends on the terms, exceptions, conditions and endorsements in this policy document and the schedule which must be read as one document. Everyone claiming cover must do everything the policy requires for it to stay in force.
8. If you want to cancel this policy, you must tell us in writing and at the same time send to us your certificate of motor insurance.

As long as you have not made a claim under the policy, we will refund part of your premium. We will calculate the refund on a pro rata basis.

We or our authorised agent may cancel this policy by giving you seven days' notice by letter. We will send this notice to your last known address. You must send us the policy and certificate of motor insurance and then we will refund to you a part of your premium.

9. If we accept a claim under part A1 of this policy but cannot agree the amount to be paid we will pass the matter to an arbitrator. The arbitrator will be appointed in accordance with the law in force at the time. The arbitrator must have made a decision before you can take legal action against us.
10. If the law of any country in which you are covered by this policy says we must settle a claim which we would not otherwise have paid we can ask you or the person who incurred the liability to pay us that amount ■

**11.** If you do not pay a premium we will not provide cover from the date the premium was due.

**12.** If you claim under this policy and you are paying your premium under a Groupama credit scheme we may take from any claim settlement any amount you owe us.

**13.** Under part A2 of your policy, in respect of claim(s) arising out of damage to property caused by or in connection with your vehicle. We may at any time:

- pay to you the amount of indemnity provided by this policy to a maximum of £5 million (after deduction of payments already made).
- or
- pay any less amount for such claim(s) to be settled.

From the date of such payment we shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and we shall be under no further liability except for costs and expenses incurred with our written consent prior to the date of such payment

**14.** If your vehicle is damaged and is uneconomical to repair (written off) and we agree to settle your claim on that basis you will still owe us the full annual premium as we will have met all our responsibilities to you under this policy. All cover will cease unless we agree otherwise and you must send us any documentation that we require. ■

# **A GUIDE TO MAKING A CLAIM**

## **If you are involved in an accident or your vehicle is stolen**

Call Claimline on **0870 240 1895** as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

## **The information you will need to provide to us:**

- your policy/certificate number;
- your personal details and those of the driver;
- full details of the incident and any other parties involved.

**The claim form:** This will be completed over the telephone when you call Claimline. If necessary the claim form will be sent to you for checking and signing.

## **Getting your vehicle repaired:**

If your vehicle needs to be repaired we have a nationwide network of partnership repairers who can arrange to start work on your damaged vehicle with minimum delay. Simply call Claimline and we will contact the nearest partnership repairer for you. Collection and redelivery to your home can be arranged if required. Under our partnership repairer scheme there is no need for you to obtain repair estimates or wait for an engineer's inspection.

Partnership repairers have been specially chosen by us to ensure a high standard of service and provide high quality repair work, with a 3 year warranty. Their quality is constantly under review by our own team of engineers.

## **Replacement Vehicle:**

If you need the use of a vehicle while your own is being repaired we guarantee to provide you with one under our Replacement Vehicle Scheme. For full details of this scheme please refer to part B5 of your policy. This scheme is only available to comprehensive policyholders aged 18 years and over who use a partnership repairer.

## **When repairs are complete:**

The repairer will let you know when your vehicle can be collected (or arrange redelivery). If you have a replacement vehicle this must be returned at the same time. When you collect your vehicle you will need to pay the repairer any policy excess or contribution which may be applicable.

*continued overleaf...*

# **CLAIMLINE 0870 240 1895**

## **(0044 23 9220 5450 if outside United Kingdom)**

# **A GUIDE TO MAKING A CLAIM continued**

## **If your vehicle is a total loss**

If your vehicle is irreparable or repair costs exceed the market value of the vehicle and its accessories it will be considered a total loss. Once this is determined we will immediately move your vehicle to a place of free storage, so please ensure that wherever possible all your personal effects are removed from your vehicle. You should note that all total loss vehicles are placed on an industry-wide register to guard against fraud and this information is shared between insurance companies.

Before settlement can be made you will need to provide us with:

- your certificate of motor insurance;
- the vehicle registration document;
- the vehicle MOT test certificate;
- all sets of vehicle keys;
- the vehicle purchase receipt;

- details of any outstanding finance relating to the vehicle;
- any other documentation that you may wish us to take into account such as the vehicle's servicing history.

NOTE: Sending the documents to us direct will avoid any unnecessary delay in issuing your settlement cheque.

An engineer will contact you to agree a valuation for your vehicle, subject to deduction of any applicable policy excess, outstanding finance and any premium still to be paid.

Once you have accepted this amount and subject to all information and documentation being in order, we will issue you with a cheque (please allow 7 working days).

NOTE: For reasons of safety and to prevent fraud, insurers actively discourage the retention of total loss vehicles by policyholders. Future insurance on such vehicles may be refused.

## **If your vehicle is stolen**

If your vehicle is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the vehicle is not recovered this will also be treated as a total loss.

NOTE: We may arrange for a Groupama Representative to visit you to help us with our investigation of theft claims ■

*continued overleaf...*

**CLAIMLINE 0870 240 1895**

**(0044 23 9220 5450 if outside United Kingdom)**

## **If a third party is involved**

DO NOT ADMIT LIABILITY. Obtain names, addresses and telephone numbers of those involved (eg. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicles involved and offer your insurance details to anyone involved in the accident. Forward any third party correspondence to ourselves unanswered. Do not attempt to deal with any claim yourself unless agreed by us ■

## **General Information**

### **Cherished or personalised number plates:**

If your vehicle is stolen and not recovered or rendered a total loss you should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement vehicle. NOTE: Failure to do so could delay your claim.

## **Uninsured loss recovery:**

When making a claim any costs incurred which are not included under your policy, such as the excess are known as 'uninsured losses'. If you are not at fault then you may be entitled to recover these from the known third party. You may have separate cover to assist in this recovery; check your documentation or contact the third party or their insurers directly for reimbursement ■

**CLAIMLINE 0870 240 1895**  
**(0044 23 9220 5450 if outside United Kingdom)**

# **GLASS REPAIR & REPLACEMENT**

## **If the Windscreen, side or rear glass in your vehicle needs to be repaired or replaced**

Call Glassline on **0800 85 44 54**.

**If the glass can be repaired:** Glass damage can often be repaired but you need to act QUICKLY and call Glassline as soon as possible. If left untreated, the damage is likely to spread until a much more costly and

time-consuming replacement is required. If you have windscreen insurance cover, simply produce your current certificate of motor insurance at the time of repair. No excess will apply and there will be nothing to pay (except the VAT if registered).

### **If the glass has to be replaced:**

Call Glassline. If you have windscreen insurance cover and can produce your certificate of motor insurance you will only have to pay any applicable policy excess, VAT (if registered) and any amount by which the invoice exceeds the policy limit.

**If you do not have windscreen insurance cover:** If your policy does not include this cover by calling Glassline you will still qualify for a substantial discount for standard stock items but you will need to pay the windscreen company in full at the time of repair or replacement.

### **If you do not use Glassline:**

This will not affect your right to claim under the policy but a limit may apply to the amount you may claim. Please see your schedule for full details ■

**GLASSLINE 0800 85 44 54**  
**(0044 23 9220 5450 if outside United Kingdom)**

# **PROTECTING YOUR VEHICLE & BELONGINGS**

## **Vehicle related crime is unfortunately very common, accounting for over a quarter of all reported crimes**

As most vehicle crime occurs when the vehicle is unattended we hope you will find the following tips and precautions useful in helping you to protect your property against vehicle crime.

It is also a condition of your policy that you do everything you can to protect your vehicle. In certain circumstances if you do not do this your right to claim under your policy may be affected.

## **CLOSE ALL WINDOWS**

When you leave your vehicle (even for a short time) close all windows, including the sun roof. (If fitted).

## **LOCK YOUR VEHICLE**

Always lock your vehicle, even if it is on your drive or in your garage or you are just leaving it for a short while. Do not forget the rear or side doors.

## **REMOVE THE KEYS**

Even if you are leaving your vehicle for just a few seconds NEVER leave your keys in the vehicle or leave the engine running.

## **FIT AND USE AN ANTI-THEFT DEVICE**

Most vehicle thieves are opportunist and will often avoid vehicles which have an anti-theft device fitted. A discount from your insurance premium may be available if you fit and use an approved alarm/immobiliser.

## **GOODS BEING CARRIED**

Always ensure that goods being carried in or on your vehicle are securely fastened at all times. Valuable goods being carried should never be left unattended.

## **PARKING YOUR VEHICLE**

At night try and park in a well lit area. If you are using a ticket entry car park always take the ticket with you. Where possible use a car park which has security cameras or is regularly patrolled by security staff.

## **AUDIO AND SATELLITE NAVIGATION EQUIPMENT**

Where possible always remove your radio or other audio and satellite navigation equipment when leaving your vehicle unattended.

## **PERSONAL BELONGINGS**

Never leave any personal belongings in open view in your vehicle. If you cannot take them with you when you leave your vehicle lock them away in the boot or glove compartment. Mobile phones and handbags are popular targets for vehicle thieves ■

## Data Protection Notice

Please take a few minutes to read the following paragraphs carefully as they contain important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allows us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

## Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC), MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at [www.miiic.co.uk](http://www.miiic.co.uk).

## Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud we may at any time

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

## Claims History

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any accident or claims, or at time of renewal to validate your claims history or that of any person or property likely to be involved in the policy or claim.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Co-ordinator at Groupama Insurance, Groupama House, 28 Dingwall Road, Croydon CR0 2NH.





# WHAT TO DO IN THE EVENT OF AN ACCIDENT

If you are involved in an accident or your vehicle is stolen call Claimline on 0870 240 1895 - assistance is available on this number 24 hours a day.

The following guidelines will help us to help you with your claim.

## 1. STOP

If you have an accident with:

- another vehicle;
- a pedestrian;
- an animal (livestock);
- a dog; or
- another person's property; you must STOP at once.

## 2. Exchange all details

Important information is:

- the names and addresses of all those involved (including those of any witnesses);
- insurance company details (including policy numbers if known);
- registration numbers of the cars involved.

## 3. Show your certificate of motor insurance

- If someone is injured in the accident, you must show our certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also report the matter to the police within 24 hours of the incident, and also show them your certificate of motor insurance.

## 4. DO NOT admit blame or offer any payment

Accidents are stressful, but it is essential that you do not:

- admit blame; or
- make any offer of payment; as it could make it more difficult for us to manage your claim and may also affect your rights.

## 5. Record all the facts

Record all the facts of the accident as soon as possible, regardless of how trivial the incident may seem at the time - they may help prove your case.

- A rough sketch of the scene showing all the positions of the cars involved, the road signs, markings, width, skid marks, obstructions, where the incident happened and the road names can help.
- A note of the weather conditions, visibility and conditions of the road etc. is also useful.
- If you have a camera handy, all the better - take a photograph of the accident scene and any damage.

## 6. Letters and documents

All letters and documents you receive to do with the incident should be forwarded to us unanswered.

## 7. Theft

If either your vehicle or its contents are stolen, you should report the matter to the police as soon as possible.

## 8. Note

It will help speed up your claim if you have all your documents to hand, such as:

- certificate of motor insurance;
- driving licence;
- registration document; and
- MOT certificate (if applicable).

We will then guide you through the claims process.

## What happens next is on page 14 - entitled:

A GUIDE TO MAKING A CLAIM

**CLAIMLINE**  
**0870 240 1895**

NOTE: It is important that you only use these numbers in connection with a claim.

**GLASSLINE**  
**0800 85 44 54**

If phoning from outside  
United Kingdom

**0044 23 9220 5450**

A GROUPAMA  
COMPANY



**Groupama**

Groupama Insurance Company Limited  
Registered Number 995253

Registered in England Registered Office:  
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17 Crosswall  
London EC3N 2LB  
[www.groupama.co.uk](http://www.groupama.co.uk)

Member of the Association of British Insurers  
Authorised and regulated by the  
Financial Services Authority